

## EXHIBIT B

### SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made and entered into by and among Great Lakes Acquisition Corp. d/b/a Elara Caring, its predecessors, successors, assigns, parent and/or subsidiary companies or divisions (“Elara”), St. Croix Hospice, LLC, its predecessors, successors, assigns, parent and/or subsidiary companies or divisions (“St. Croix”), Joseph Mooney, on his own behalf, and on behalf of his heirs, executors, administrators, successors and assigns (“Mooney”), and Natasha Oginsky a/k/a Natasha Sanders, on her own behalf, and on behalf of her heirs, executors, administrators, successors and assigns (“Sanders”). Elara, St. Croix, Mooney, and Sanders are each a “party” and are collectively referred to as the “parties.”

### **RECITALS**

WHEREAS, on April 29, 2015, Mooney entered into an Employment Agreement with Elara;

WHEREAS, Elara initiated the case captioned *Great Lakes Acquisition Corp. d/b/a Elara Caring v. Joseph Mooney and St. Croix Hospice, LLC*, Case No. 2020-180059-CB, which is currently pending in the Oakland County Circuit Court in Michigan (the “Mooney Action”), as well as the case captioned *Great Lakes Acquisition Corp. v. Natasha (Oginsky) Sanders*, Case No. 2:21-cv-10143-RHC-EAS, in the United States District Court, Eastern District of Michigan (the “Sanders Action”);

WHEREAS, St. Croix, Mooney, and Sanders denied the allegations and contested any and all claims asserted by Elara in the Mooney Action and the Sanders Action;

WHEREAS, St. Croix, Mooney, and Sanders deny any liability, but are agreeing to resolve and settle the Mooney Action and the Sanders Action solely to avoid the cost of protracted litigation; and

WHEREAS, the parties have agreed to settle and compromise their outstanding disputes as described herein and enter into a full written settlement agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and provisions of this Agreement, the parties agree as follows:

1. **Settlement Payment.** Subject to this Agreement and in addition to the mutual promises, releases, covenants and warranties the parties make to each other herein as valuable consideration, St. Croix and Mooney agree to pay Elara, jointly and severally, the total sum of \$1,350,000.00 (One Million Three Hundred Fifty Thousand and 00/100). The payment will be provided to Elara in one lump sum payment made via wire transfer to Elara to an account to be designated by Elara, such payment to be made in full within seven (7) days of the parties' execution of this Agreement.

2. **Releases of Claims.**

(a) **Elara.** In exchange for the consideration stated and acknowledged herein, Elara hereby fully releases, waives, and forever discharges St. Croix, Mooney, and Sanders from and against any and all causes of action, claims, and disputes of any kind or nature whatsoever, in law or equity, which were asserted or could have been asserted against the parties in the Mooney Action or the Sanders Action, whether known or unknown, occurring through the date on which the parties sign this Agreement.

(b) **St. Croix.** In consideration of Elara's release, waiver, and discharge, St. Croix hereby fully releases, waives, and forever discharges Elara from and against any and all causes of action, claims, and disputes of any kind or nature whatsoever, in law or equity, which were asserted or could have asserted in the Mooney Action, whether known or unknown, occurring through the date on which the parties sign this Agreement.

(c) **Mooney.** In consideration of Elara's release, waiver, and discharge, Mooney hereby fully releases, waives, and forever discharges Elara from and against any and all causes of action, claims, and disputes of any kind or nature whatsoever, in law or equity, which he asserted or could have asserted in the Mooney Action, whether known or unknown, occurring through the date on which the parties sign this Agreement.

(d) **Sanders.** In consideration of Elara's release, waiver, and discharge, Sanders hereby fully releases, waives, and forever discharges Elara from and against any and all causes of action, claims, and disputes of any kind or nature whatsoever, in law or equity, which she asserted or could have asserted in the Sanders Action, whether known or unknown, occurring through the date on which the parties sign this Agreement.

3. **No Release of Future Claims.** Nothing in this Agreement shall be construed to release any party from any claims for breach of this Agreement, or from any claims arising out of acts, omissions, or events occurring after the execution of this Agreement.

4. **Expiration of Mooney's and Sanders's Obligations.** Elara acknowledges and agrees that the obligations in Mooney's Employment Agreement expired as of October 12, 2020. Elara acknowledges and agrees that the obligations in Sander's Employment Agreement expired as of February 27, 2021. To be clear, any and all non-compete obligations Mooney or Sanders may have had under any agreement or law with Elara, are expired, extinguished and discharged.

5. **Affidavits of Destruction.** As a condition precedent to the releases contained in Paragraph 2 and Elara's entry into this Agreement:

(a) Mooney and Sanders shall provide executed affidavits in the form attached hereto as Exhibits A and B, respectively, attesting to the fact that he or she has made a diligent search for and has returned, deleted or destroyed any and all confidential and non-public Elara documents in

his or her possession, and, to his or her knowledge, he or she is no longer in possession of any confidential or non-public Elara documents, whether in hard copy, electronic format, or any other format; and

(b) St. Croix, through its counsel and at its own expense, will engage ComputerForensic Services to perform a search of St. Croix's server for Elara documents and permanently delete all such documents, if any, from St. Croix's server and ComputerForensic Services will provide an affidavit attesting to the deletion of such documents from St. Croix's server.

6. **Dismissal.** Upon satisfaction of Mooney, Sanders, and St. Croix's obligations pursuant to Paragraphs 1 and 5 of this Agreement, Elara agrees to dismiss with prejudice the Mooney Action and the Sanders Action by filing stipulations in the form attached as Exhibits C and D. Elara further agrees pursuant to Paragraphs 1 and 5 of this Agreement that it will not seek enforcement of the default judgment entered against Sanders on April 23, 2021 in the Sanders Action.

7. **Disputes.** The parties hereby agree that any disputes regarding the final settlement documents and/or disputes arising under the final settlement shall be submitted to Keefe Brooks for binding arbitration in accordance with the Michigan Arbitration Act.

8. **Non-Admission.** St. Croix, Mooney and Sanders expressly deny any and all liability to Elara. The parties agree that nothing in this Agreement is intended to be, nor shall be deemed to be, an admission of liability or wrongdoing, an admission of the existence of any facts upon which liability or wrongdoing could be based, or a waiver of any defense to any such liability or wrongdoing.

9. **Confidentiality.** The parties agree that the existence and terms of this Agreement, including the facts and circumstances leading up to the execution of this Agreement, shall NOT be confidential.

10. **Severability.** In case any one or more of the provisions of this Agreement should be determined invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby, except by application of the provisions of the "Savings Clause" below.

11. **Assignability.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan, without regard to conflicts of law provisions.

13. **Savings Clause.** The parties agree that the scope and terms of this Agreement are reasonable and it is the parties' intent and desire that this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought. If any particular provision of this Agreement shall be adjudicated by Keefe Brooks pursuant to Paragraph 7 of this Agreement to be invalid or unenforceable, the parties authorize Keefe Brooks to edit the invalid or unenforceable provision to allow this Agreement, and the provisions thereof, to be valid and enforceable to the fullest extent allowed by law.

14. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior or contemporaneous agreements or understandings, written or oral, between the parties pertaining to the subject matter of this Agreement, which remain in full force and effect as noted above.

15. **Legal Review.** The parties acknowledge that they have had the opportunity to consult with legal counsel of their choice in making the determination of whether to execute this Agreement and the parties represent they have so consulted.

16. **Voluntary and Knowing Action.** The parties acknowledge that they have read and understand the terms of this Agreement and that they are voluntarily and knowingly entering into this Agreement with full knowledge of its implications and without coercion or duress of any kind.

17. **Counterparts.** This Agreement may be executed in any number of counterparts. A photocopy, scanned or facsimile copy shall be deemed as valid as an original.

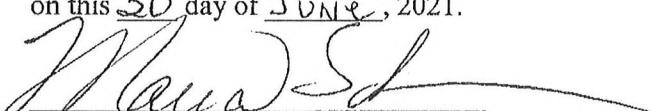
IN WITNESS WHEREOF the parties have caused this Settlement Agreement and Release to be executed on the date set forth below.

GREAT LAKES ACQUISITION CORP.  
D/B/A ELARA CARING

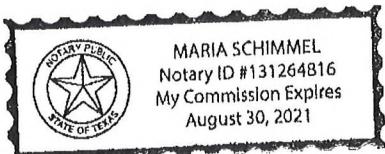
Dated: 6/30/2021

By: Bru M. Jain  
Its: CFO

Subscribed and sworn to before me  
on this 30 day of JUNE, 2021.



Notary Public



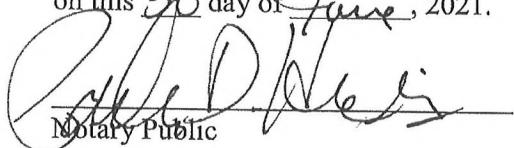
ST. CROIX HOSPICE, LLC

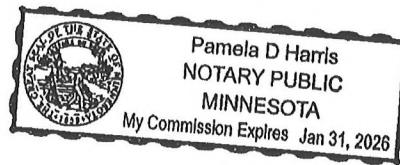
Dated: 06/30/2021

By: Pamela D. Harris

Its: CEO

Subscribed and sworn to before me  
on this 30 day of June, 2021.

  
Pamela D. Harris  
Notary Public



## MINNESOTA NOTARY ACKNOWLEDGMENT

THE STATE OF MINNESOTA

COUNTY OF Washington

This instrument was acknowledged before me on 6/30/2021 (date)  
by Heath Bartness (name of signatory).

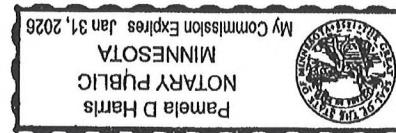
Notary Public Signature

Print Pamela D. Harris

Title Exec assistant.

My commission expires: Jan 31, 2026

Acting in the County of Washington

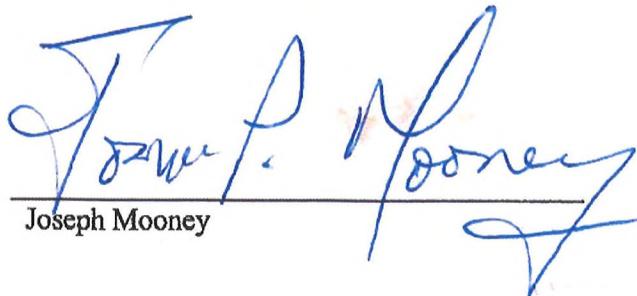


(Seal)

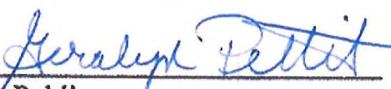


Dated:

6/30/21

  
Joseph Mooney

Subscribed and sworn to before me  
on this 30 day of June, 2021.

  
Geralyn Pettit  
Notary Public

Geralyn Pettit  
Notary Public, State of MI  
County of Macomb  
My commission expires Oct. 24, 2022  
Acting in the County of Oakland

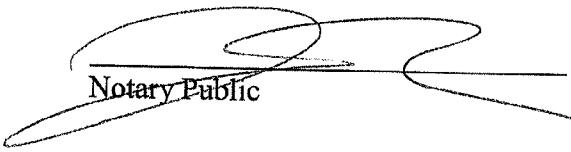


Dated: 6/30/2021



Natasha Oginsky a/k/a Natasha Sanders

Subscribed and sworn to before me  
on this 30 day of June, 2021.



Notary Public



JULIO BLAS  
NOTARY PUBLIC  
Commonwealth of Virginia  
Expires: October 31 2022  
ID #: 7782838

416803

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

GREAT LAKES ACQUISITION  
CORP.,

Plaintiff,

v.

NATALIA (OGINSKY) SANDERS,

Defendant.

Case No. 21-cv-10143

Hon. Robert H. Cleland

Magistrate Judge Elizabeth A. Stafford

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**STIPULATED ORDER OF DISMISSAL WITH PREJUDICE**

WHEREAS the parties, stipulate and agree to the dismissal of Plaintiff's action in its entirety with prejudice, with each party bearing her or its own attorneys' fees and costs;

IT IS HEREBY ORDERED that this case is dismissed in its entirety with prejudice. Each party will bear her or its own costs.

IT IS SO ORDERED.

Dated: August 20, 2021

s/Robert H. Cleland  
Hon. Robert H. Cleland  
United States District Judge

AS STIPULATED AND AGREED:

KIENBAUM HARDY VIVIANO  
PELTON, & FORREST, P.LC.

By: /s/Ryan D. Bohannon  
Eric J. Pelton (P40635)  
Thomas J. Davis (P78626)  
Ryan D. Bohannon (P73394)  
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tdavis@khvpf.com  
rbohannon@khvpf.com

NATASHA (OGINSKY) SANDERS,  
*Pro Se*

/s/Natasha (Oginsky) Sanders  
(w/permission)  
Natasha (Oginsky) Sanders  
Defendant  
2451 Midtown Ave., Apt. 1608  
Alexandria, VA 22303-1439

Dated: August 20, 2021

416772

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

GREAT LAKES ACQUISITION CORP.,  
d/b/a/ ELARA CARING,

Case No. 2020-180059-CB

Plaintiff,

Hon. Michael Warren

v.

JOSEPH MOONEY and  
ST. CROIX HOSPICE, LLC,

Defendants.

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**KIENBAUM HARDY VIVIANO  
PELTON & FORREST, P.L.C.**  
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Thomas J. Davis (P78626)  
Ryan D. Bohannon (P73394)  
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suldsj@gtlaw.com

**DICKINSON WRIGHT PLLC**  
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Scott R. Knapp (P61041)  
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dquick@dickinsonwright.com  
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**TAFT STETTINIUS & HOLLISTER**  
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(612) 977-8924  
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GStenmoe@Taftlaw.com  
BHarrington@Taftlaw.com

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**STIPULATED ORDER TO DISMISS COMPLAINT WITH PREJUDICE**

At a session of said Court, held in the City of Pontiac,  
County of Oakland, State of Michigan,  
on \_\_\_\_\_

PRESENT: HONORABLE MICHAEL WARREN, Circuit Court Judge

Upon stipulation of the parties and pursuant to MCR 2.504(A), and the Court being otherwise fully apprised of the premises:

WHEREAS the parties, through their respective attorneys, stipulate and agree to a dismissal of Plaintiff's action in its entirety with prejudice, with each party bearing its own attorneys' fees and costs; and

WHEREAS the parties further stipulate and agree that entry of this dismissal will resolve all pending claims and close the case.

IT IS HEREBY ORDERED that Plaintiff's action is dismissed in its entirety with prejudice. Each party will bear its own costs.

Entry of this order resolves all pending claims and closes the case.

IT IS SO ORDERED.

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Hon. Michael Warren, Circuit Court Judge

Stipulated to:

KIENBAUM HARDY VIVIANO PELTON  
& FORREST, P.L.C.

By: /s/ Ryan D. Bohannon

Eric J. Pelton (P40635)

Thomas J. Davis (P78626)

Ryan D. Bohannon (P73394)

*Attorneys for Plaintiff*

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Birmingham, MI 48009  
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epelton@khvpf.com  
tdavis@khvpf.com  
rbohannon@khvpf.com

Dated: August 20, 2021

416766

TAFT STETTINIUS & HOLLISTER

By: /s/ Blair A. Harrington (w/permission)

Danielle W. Fitzsimmons\*

Gregory J. Stenmoe\*

Blair A. Harrington\*

*Attorneys for Defendants*

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2200 IDS Center  
Minneapolis, MN 55402-2157  
(612) 977-8924  
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GStenmoe@Taftlaw.com  
BHarrington@Taftlaw.com

Dated: August 20, 2021